LANDLORD AND TENANT—PROVISION AGAINST ASSIGNMENT WITHOUT CONSENT—CONSENT CANNOT BE UNREASONABLY WITHHELD.—The plaintiff leased a house under an agreement which contained a provision that he was not to assign, underlet, or part with the possession of the house without the landlord's consent, which was "not to be unreasonably withheld in case of a respectable and responsible person." The defendant purchased the landlord's reversion and offered to purchase what remained of the plaintiff's term in order to have the house for personal occupation. The exact nature of the negotiations did not appear. The plaintiff later assigned her interest to a respectable and responsible person but the defendant refused to consent to the assignment because she wanted the premises herself. *Held,* that the refusal was unreasonable and that the plaintiff was entitled to assign without consent. *In re Winfrey & Chatterton's Agreement* [1921] 2 Ch. 7.

In England, covenants not to assign or sublet often provide that the lessee will not do so without the consent of the lessor, such consent "not to be unreasonably withheld." It is generally held that a covenant in this form does not give the lessee a right of action for an arbitrary refusal but merely allows him to assign without consent. *Treloar v. Bigge* (1874) L. R. 9 Exch. 151; *Sear v. House Property & Investment Society* (1880) L. R. 16 Ch. Div. 387; *Goodwin v. Saturley* (1900, Q. B.) 16 T. L. R. 437. Where, however, there is an express covenant by the lessor not to withhold consent unreasonably, not only may the lessee assign without consent in case of an arbitrary refusal, but he may also bring an action for breach of the lessor's covenant. *Ideal Film Renting Co. v. Nielsen* [1921] 1 Ch. 575. However inoperative an arbitrary refusal may be, still where covenants of this kind exist, permission to assign *must* be asked even if only to be refused. *Barrow v. Isaacs* [1891] 1 Q. B. 417; *Lepla v. Rogers* [1893] 1 Q. B. 31; *Eastern Telegraph Co. v. Dent* (1898, Q. B.) 78 L. T. R. 713; see (1898) 105 LAW TIMES, 288. On facts similar to the instant case, a refusal because the lessor desired possession himself was held to be unreasonable. *Bates v. Donaldson* [1896] 2 Q. B. 241; see (1896) 30 IRISH LAW TIMES, 389. An objection based solely upon the nationality of the proposed assignee has been held to be unreasonable. *Mills v. Cannon Brewery Co.* [1920] 2 Ch. 38; *Lempriere v. Burghes* [1921, Sup. Ct.] New Zealand L. R. 307; *Wing v. Kensit* [1921] N. So. Wales R. 464. Where the lessor refused to permit a tenant, an assignee of the original lease, to assign to his wife except on the condition that he covenant to pay the rent and perform all covenants in the lease, it was held that the refusal was unreasonable. *Evans v. Levy* [1910] 1 Ch. 452. See Woodfall, *Landlord and Tenant* (20th ed. 1921) 807-809. There have been *dicta* to the effect that if the lessor offered the same terms as the proposed assignee, to refuse to consent to an assignment would not be unreasonable. *Lehmann v. McArthur* (1868) L. R. 3 Ch. App. 496, 501, 504; *Bates v. Donaldson, supra,* at p. 245. The present decision expressly disapproves of this suggestion, declaring that even though the same terms were offered by the lessor, his refusal would be arbitrary, a perhaps more reasonable construction. The clause was not intended to give the lessor a preference. It was inserted only to secure the lessor from having an undesirable assignee thrust upon him. There are apparently no American decisions on the exact point of the instant case.

PARENT AND CHILD—CUSTODY OF INFANTS.—During the mother's absence from home and without her consent, the father placed their children in a Roman Catholic academy. The mother applied for a writ of habeas corpus to have the children returned to their home and the joint custody of herself and her husband. *Held,* that the children should be returned to their home. *People, ex rel. Delaney, v. Mt. St. Joseph's Academy* (1921) 198 App. Div. 75, 189 N. Y. Supp. 775.

Early American cases gave the father the custody and control of the minor children in preference to the mother. *Johnson v. Terry* (1867) 34 Conn. 259. This was the early common-law rule; but it has been considerably modified by